

05-44481-rdd Doc 3835 Filed 05/15/06 Entered 05/22/06 09:52:26 Main Document
Lafonza Earl Washington Pg 1 of 67
& Family
7010 Cranwood Drive
Flint, MI 48505
Tel: 810.787.3150
Cell: 810.922.0308

May 8, 2006

TO: Clerk of the Court
U.S. Bankruptcy Court
Southern District of New York
One Bowling Green
New York, N.Y. 10004

GENERAL MOTORS CORPORATION
Diana D. Tremblay
Vice President/Labor Relations
300 Renaissance Center
P.O. Box 300
Detroit, MI 48265-3000

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
Richard Shoemaker
Vice President and Director
General Motors Department
8000 East Jefferson Avenue
Detroit, MI 48214

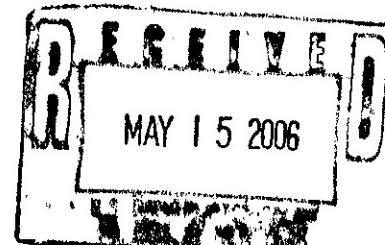
JPMorgan Chase & Co. (Holdings)
James Dimon, President
270 Park Avenue
New York, N.Y. 10017-2014

Re: In re Delphi Corporation et al, Debtors
Case No. 05-44481 (RDD) etc.

Greetings Clerk and Corporate and UAW Officer(s):

Enclosed for filing you will find an Original and hardcopy
of:

1. Final Demand For Allowable and Valid Payment
and Release by Creditor/Employee Lafonza
Earl Washington.
2. In re Lafonza Earl Washington Title 29 U.S.C.
§ 157, Section 7 Exercising Of Lawfully
Vested Authorized "ASSISTANCE" To Finalize
This Employee's Special Attrition Plan Funds
and Release of GM and Delphi Corporations
et al, and "PROPOSALS".



Please record and file according to the legal duties of
office. Thank you.

In Truth, Justice & Peace,

Earl Washington
Earl Washington

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x -----
In re : Chapter 11
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
----- x -----

FINAL DEMAND FOR ALLOWABLE AND VALID PAYMENT
AND RELEASE BY CREDITOR/EMPLOYEE LAFONZA
EARL WASHINGTON AND EXHIBITS.

05-44481-rdd Doc 3835 Filed 05/15/06 Entered 05/22/06 09:52:26 Main Document
Lafonza Earl Washington Pg 4 of 67
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Tel: 810.787.3150
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May 6, 2006

TO: GENERAL MOTORS CORPORATION
Diana D. Tremblay
Vice President/Labor Relations
300 Renaissance Center
P.O. Box 300
Detroit, MI 48265-3000

- and -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attention: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

IN RE LAFONZA EARL WASHINGTON TITLE 29 USC § 157
SECTION 7 EXERCISING OF LAWFULLY VESTED AUTHORIZED
"ASSISTANCE" TO FINALIZE THIS EMPLOYEE'S SPECIAL
ATTRITION PLAN FUNDS AND RELEASE OF GM AND
DELPHI CORPORATIONS ET AL

PROPOSED

IMMEDIATE TRANSFER OF FUNDS AND RELEASE BASED ON
"JOINTLY" FILED CLAIMS THAT ARE/WERE VALID,
ALLOWED, AND PAYABLE IN "JOINDER" WITH THE
GENERAL MOTORS CORPORATION AS CREDITOR IN RE
DELPHI CORPORATION CASE NO. 05-44481 (RDD) ETC.,

INCLUDING
PROPOSED

IMMEDIATE TRANSFER OF FUNDS AND RELEASE BASED ON
STATUTORY REDEMPTION AGREEMENT LEGALLY OWED FROM
GM BUT "NOT" PAID SINCE SEPTEMBER 6, 1999, TO
THE PRESENT DATE

I.

I have evaluated the options currently available under the GM-UAW National Agreement and the Memorandum of Understanding - GM - UAW Plants dated March 22, 2006, governing the attrition of employees from GM, and:

1. I have "NOT" marked any option "AS-IS" due to the "STATUTORY" or legal entitlements as "JOINT" creditor in lawful "JOINDER" with GM in the Delphi Corporation bankruptcy "VOLUNTARY PETITION" case, in itself an "ORDER FOR RELIEF" in which the law provided entitlements are "GREATER" than any of the Special Attrition Plan offers, "AS-IS".

2. According to Title 11 of the United States Code § 502 (a) the "recorded" Proof Of Claims are payable and legally owed since October 8, 2005.

3. According to the Federal Rules of Bankruptcy Procedure Rule 3001 (f) the "EVIDENTIARY EFFECT" of this Creditor's Proof of Claim(s) that was/is executed and filed in accordance with the bankruptcy rules "SHALL" constitute prima facie evidence of the "VALIDITY" and "AMOUNT" of the claims that involves amounts owed from GM "BEFORE" the Petition filing of the bankruptcy case and is accruing interest at 15% APR since September 6, 1999, and will continue to accrue - By Law - until the date of the actual receiving of the check for these just demands.

4. According to the Fed.R. of Bankr.P.Rule 3003 (c) (4) the Proof of Claim "SUPERSEDES" any scheduling of this Creditor's claims which does "NOT" conflict with the debtors schedules based on being adequately backed up by supporting documents, as well as the "PRIMA FACIE EVIDENTIARY EFFECT" requirement of the Proof of Claim, validation and amount is mandated by law, under Fed.R. of Bankr.P.Rule 3001 (f).

5. In compliance with Fed.R. of Bankr.P.Rule 2019 (b) (2) this Creditor has made proper Application for disbursements of the appropriately demanded relief amounts beginning October 8, 2005, nunc pro tunc or now for then, yet, the total amount including the interest, remains "UNPAID" eight months past due!

6. In compliance with Title 11 USC § 301 "Voluntary Petition" section that was freely chosen by the Delphi Corporation the statutory "ORDER" for relief is both a congressionally enacted and Court entered Order dated October 8, 2005, that is required - By Law - to be an "administration" of these funds only, "NOT" a litigation that is 100% prohibited and contrary to the "In re" legally signifying a legal proceeding where there is no opponent, but rather the judicial or Governmental disposition of the Delphi Corporation's estate according to the freely selected § 301 "Voluntary Petition" mandated requirements.

7. Under Title 11 the debtor or debtor-in-possession, as the case may be, In re Delphi Corp., et al, 05-44481 (RDD) etc., has "DUTIES" to perform to receive the "BENEFITS" and a

'...UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS' dated as of October 6, 2005, signed by John D. Sheehan, Vice President and Chief Restructuring Officer and "WITNESS" Mark C. Lorenz, witnessed the Guaranty Agreement that provides for, "...and the payment of transaction costs, fees and expenses in respect of the contemplated transactions and the Cases and the payment of 'ALL' Restructuring Costs...", that is required to include this Creditor's Claimed amounts plus interest that this "PROPOSAL" request the Special Attrition Program to make the immediate payments of for both the Delphi Claims and GM's "7" year unsatisfied automatic payments to this employee (the Redemption Agreement is provided by law under Public Act 1969, No. 317 compiled at Michigan Compiled Laws (MCL) 418.835, 418.836...Title 40 USC § 290, and Title 29 USC § 651, etc., of the United States Code) that are legally owed and the disbursements for the Delphi Corp., claims be transferred back to GM's SAP Program when paid by Delphi according to the Agreement/Release consented to by Lafonza Earl Washington below and filed herein.

* NOTE: That JP Morgan Chase Bank, N.A. (JPMCB) is the Administrative Agent and Citigroup USA, Inc. (CUSA) is the Syndication Agent for the multi-billion dollar loan facility for Delphi Corp., witnessed by Mr. Sheehan and Mr. Lorenz on behalf of the Delphi Board of Directors.

8. Copies of this Creditor's Proof of Claims that have been recorded by the United States Bankruptcy Court for the Southern District of New York, as well as Noticed by the Notice and Claims Agent, KURTZMAN CARSON Consultants, are enclosed.

II.

In regards to the In re Delphi Corp., bankruptcy Case No. 05-44481 (RDD) etc., Lafonza Earl Washington is entitled by laws cited and applicable, as well as on factual causes to \$120,000,000.00 principal at 15% APR that began accruing on September 6, 1999, with the interest having amounted to \$115,714,285.72 as of May 4, 2006, for a total requested to be transferred from the Delphi Corporation estate of \$235,714,285.72 to the Special Attrition Plan for the reimbursement of PAYMENT-IN-FULL of "ALL" Claims owed by GM and Delphi and mutually agreed to "RELEASES" of the followings:

- (1.) #257 recorded on 10/31/2005;
- (2.) #264 recorded on 11/01/2005;
- (3.) #288 recorded on 11/02/2005;
- (4.) #297 recorded on 11/03/2005;

- (5.) #1271 recorded on 12/27/2005, including additional interest and Department of Justice and Department of Treasury filings;
- (6.) #1272 recorded on 12/27/2005, including additional interest and Department of Justice and Department of Treasury filings;
- (7.) #1334 recorded on 12/27/2005, including additional interest and Department of Justice and Department of Treasury filings.

* NOTE: The Fed.R. of Bankr.P.Rule 3003 (c) (4) prohibits the scheduling of this Creditor's Proof of Claim as well as the contingency of voting on a reorganization plan.

III.

In regards to the "7" year unpaid "STATUTORY" Redemption Agreement authorized by:

(1.) Public Act 1969, No. 317 of the Worker's Disability Compensation Act compiled at Michigan Compiled Laws (MCL) 418.835, MCL 418.836, etc.;

(2.) Title 29 of the United States Code (U.S.C.) § 651;

(3.) Title 40 U.S.C. § 290;

(4.) Title 29 U.S.C. § 157 as amended, Section 7 authorizes this "33" year GM/Delphi employee to, '...ASSIST LABOR ORGANIZATIONS...', that is, to 'ASSIST' the UAW in making the SAP a 'FAIR REPRESENTATION' to this employee in which it neglects to be, 100%, "AS-IS"!

(5.) Considerations (monetary) are entitled to - By Law - for monopoly and combinations of monopoly activities deliberately engaged in to cause "7" years of 100% wrongful deprivations to this employee and family of "ANY/ALL" vested, plant closing distributions, nonforfeitable, statutory and automatic payments of employee related benefits, compensations, non-wage as well as living wage entitlements that are defined by applicable laws as:

(i) Intentional torts.

(ii) Injuries and wrongs to Lafonza Earl Washington and family's persons, rights, representation (this SAP as-is) and real and personal properties for "7" years and continuing.

(iii) Human rights infamy treatments personally, as well as deliberate financial and economic hardships.

(iv) Civil rights infamy treatments and public humiliations under color of law.

* NOTE: The legally entitled to "REDRESSES"
legally owed from GM et al, in which
the immediate payments are demanded
overwhelmingly exceeds the offers
by SAP, "AS-IS"!

(6.) Statutorily provided Fair Representation Claims and the Federal Preemption Doctrine in Michigan provides "SELF-EXECUTING" equal protections of the laws etc., and remedies that contradicts the SAP offers "AS-IS", but disputes and "ANY/ALL" delay of payment are "PROPOSED" to be "AVOIDED" in this personal agreement based on:

(i) The National Labor Relations Act (NLRA), 29 U.S.C. §§ 141-188 (1947) as amended restricts the negotiating powers of GM and the UAW to only the "3" subject matters of wages, hours, and safety conditions inside the plant that clearly evidences this employee's "RETIREMENT" entitlements is an "INDIVIDUAL" account and agreement that is "NOT" within the union's nor corporation's collective bargaining control.

(ii) SAP is an "UNFAIR" representation "AS-IS" and FORM A of the SAP package supports or clearly evidences this fact by requesting the "UNACCEPTABLE" understanding, "...that GM and the UAW may be considering and in the future may agree to amend... and make available different deployment, job security, retirement or separation benefits for which I will 'NOT' be eligible".

(iii) The 'SOLIDARITY' magazine for May-June 2006, in its 'UNION FRONT' section titled 'What's in the SAP?' 'Court OKs Attrition Plan for UAW GM Delphi workers', on page 5 are 100% FAIR REPRESENTATION violations by SOLIDARITY demanded to be redressed in this "PROPOSAL" based on:

A. Title 11 of the United States Code (U.S.C.) of the Federal bankruptcy proceedings does "NOT" vest Judge Robert Drain with "NOT" one judicial discretionary, decision-making power, but only, Title 11 U.S.C. § 301 "VOLUNTARY PETITION" authority to administrate the statutory, congressionally enacted 'Order For Relief' that required no judge's decision! "ONLY" for the creditor's "VOLUNTEERED" to be paid by Delphi Claim to be entered, executed, and enforced thru the Court Clerk's office in which "ANY/ALL" other joint Administration, Pro Hac Vice interferences, Case Management, obstructions of or interferences by the Collective Bargaining Agreement etc., and with "SPECIFICITY" the legally required "CENTRAL ADMINISTRATION" that the NLRA enactment vested in the National Labor Relation Board (NLRB) to administer that is being 100% frauded as a bankruptcy proceeding in In re Delphi Corp., debtors that the "SAP" activities indisputably evidences is the illegal administering of substantive federal labor law by the non-vested U.S. Bankruptcy Court/Southern District of New York and non-vested Judge Drain who does "NOT" have even one (1) judicial power to exercise.

B. The U.S. Bankruptcy Court for the Southern District of New York does "NOT" have Federal district appointed "JURISDICTION" nor "VENUE" of the Delphi Corporation in which the Petition form

itself clearly evidences that the County of Residence or of the Principal Place of Business is Oakland County, Michigan, that legally required Delphi's bankruptcy Petition to be filed in the "UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN", and the offenses against the laws of the United States are being compounded by the Fair Representation violations by SOLIDARITY et al! A copy of this Petition Form is enclosed.

C. The filed Petition Form - itself - also self-evidences that bankruptcy fraud was engaged in on Page 2 of the Form based on the absence of "ANY" prior or "PENDING" bankruptcy case by Delphi in this U.S. Bankruptcy Court for the Southern District of New York and Delphi's "SCHEDULE I" referred to on the Form clearly "ADmits" "...The following affiliates, which include Debtor, have filed voluntary petitions under Chapter 11 with this Court on the date hereof...", clearly admitting that both the debtors and the affiliates 100% bankrupted and bank frauded Petitions were filed on the "SAME" date of October 8, 2005, proving Delphi had no affiliates case pending to justify its jurisdiction, venue etc., out-lawed activities. A copy of Delphi's 'SCHEDULE 1' pending Bankruptcy Cases of Affiliates is enclosed.

D. "SAP" is a 100% violations of the NLRA and the "CENTRALIZED ADMINISTRATION" powers vested in the National Labor Relation Board (NLRB), "NOT" the U.S. Bankruptcy Court of New York nor Judge Drain.

E. SOLIDARITY magazine's criminal fraud and false statements is clearly evidenced by printing, publicly distributing and stating in paragraph #5 of the May-June 2006 issue that, "Because of Delphi's bankruptcy filing last October, the agreement was subject to court approval. Delphi is now authorized to carry out its commitments in the agreement," based on this New York's court lack of jurisdiction over the subject matter, Delphi, the Petition itself, etc.!

F. Title 11 U.S.C. § 301 that Delphi freely chose to file under is a willful Voluntary Petition process in which the "ORDER" for Relief is vested within the Act by Congress and prohibits Delphi from objecting, contesting, or exercising and litigating defenses or activities of a trial and "MOTIONS" are prohibited also because no opposing parties exist, further evidencing that Solidarity Magazine is continuously engaging in false representation to this employee and hundreds of thousands of other GM and Delphi hourly employees.

G. UAW President Ron Gettelfinger and UAW Vice President Richard Shoemaker in a joint statement is clearly engaging in prohibited "FAIR REPRESENTATION" violations in the "...EMPHASIZING..." their "...support for court approval of this Special Attrition Program", that are both civil and felonious criminal wrong doings far above the GM-DELPHI & UAW Collective Bargained Agreement.

H. The enclosed 'Consolidated List Of Creditors Holding The Fifty Largest Unsecured Claims' in comparison to the

United States Bankruptcy Court for the Southern District of New York Clerk Kathleen Farrell-Willoughby's enclosed December 13, 2005, letter self-evidences that Lafonza Earl Washington is one ("1") of the "50" largest creditor's of Delphi's! As a matter of fact, court records, including Delphi's Notice and Claims Agent or KURTZMAN CARSON Consultants records, as well as on Delphi's own website at www.delphidocket.com self-evidences this creditor/employee's allowed, valid and "8" months past due for payment claim is the "EIGHTH" largest claim amongst the "Delphi Fifty"! Yet, Solidarity Magazine's mere distribution of a "...seven-member committee of Delphi's largest creditor's..." statement is illegal for more than "3" reasons:

1. The U.S. District Court for the Southern District of New York nor Judge Drain is vested with "ANY" legal jurisdiction whatsoever according to venue or appointed territory district statutes vesting United States District Courts within whose buildings the U.S. Bankruptcy Courts are located, under Title 28 of the United States Code; and

2. LAYTHEN & WATKINS nor any other creditor's committee has filed the mandated Federal Rules of Bankruptcy Procedure, Rule 2019 (a) (1), (2), (3), and (4), "VERIFIED STATEMENT" as required - By Law - showing the nature and amount of the claim or interest and the time of acquisition...; and in the case of a committee, the name or names of the entity or entities at whose instance, directly or indirectly, the employment was arranged or the committee was organized or agreed to act...; and with reference to the time of the employment of the entity, the organization or formation of the committee...; the amounts of claims or interests owned by the entity, the members of the committee...; the times when acquired, the amounts paid therefore, and any sales or other disposition thereof...; the "STATEMENT" shall include a copy of the 'instrument', if any, whereby the entity, committee...is empowered to act on behalf of the creditors...; and a 'SUPPLEMENTAL STATEMENT' that "SHALL BE" filed promptly, setting forth any material changes in the facts contained in the statement, which Solidarity Magazine could "NOT" have based any truth of any creditor's committee on because the statements do "NOT" exist on the official court records; and

3. Lafonza Earl Washington is the "8TH" largest creditor of the Delphi Corporation - By Law - according to Title 11 U.S.C. § 501 (a), Fed.R.Bankr. P., Rules 3001 (b) 3003 (c) etc., who did "NOT" object to Judge Robert Drain's bank frauding, as well as bankruptcy frauding "approval" of Delphi's participation in the SAP on April 7, which Solidarity Magazine's publishing and circulations of these false pretenses are repeated, continuous "FALSE REPRESENTATIONS" that are 100% prohibited under both criminal and civil laws!

IV.

The May-June 2006 issue of Solidarity Magazine is circulating the "FALSE REPRESENTATION'S" that the "UAW leaders reached the attrition agreement with GM and Delphi on March 22"! Yet, the bankruptcy Court and Judge Drain is also reported by the UAW published magazine that, "At an 'April 7' hearing in New York's Southern District Bankruptcy Court, Judge Robert Drain 'APPROVED' Delphi's participation in the SAP", which was "16" days "BEFORE" the judge's reputed "APPROVAL"!

1. The SAP is substantial labor law "NOT" Voluntary Petition bankruptcy law under Title 11 and it is asserted again that the Congressionally enacted NLRA under 29 U.S.C. §§ 141-188 (1947) as amended is 100% prohibited "FALSE REPRESENTATION" which Lafonza Earl Washington is demanding "EXEMPTION" from, but entitlements to immediate payments of Delphi's bankruptcy and GM's Redemption Agreement disbursements owed by law.

2. In the matter of MOTOR COACH EMPLOYEES -V- LOCKRIDGE, 403 U.S. 274 (1970), Mr. Justice Harlan concerning this point (substantial labor law), said, that "when it set down a Federal labor policy Congress plainly...sought...to restructure fundamentally the processes for effectuating that policy, deliberately placing the responsibility for applying and developing this comprehensive 'legal system' in the hands of an 'expert administrative body' rather than the federalized judicial system", Id. at 288.

3. Both the state and federal court systems are prohibited from, "PREEMPTED" from applying a remedy provided for by the NLRA centralized administration vested in the NLRB "NOT" the federal judicial system such as Judge Drain's Court. See UAW -V- WISCONSIN EMPLOYMENT RELATIONS BD., 336 U.S. 245 (1949).

4. The "SAP" related regulated conduct is substantial, National "NOT" of a local nature, and is preempted from Judge Drain's Court to administer and clearly shows that the "SAP" is prohibited from being approved by the federal bankruptcy court. See UAW -V- RUSSELL, 356 U.S. 634 (1958).

5. "SAP" is "NOT" one (1) of the three (3) subject mattered issues of collective bargaining which are, wages, hours and safety conditions "inside" the employer's plant "ONLY". Solidarity Magazine's May-June 2006 collusions to publicly distribute to its hourly employed UAW members et al, circulation of 1,226,553 issues that "...UAW leaders..." had conspired with the U.S. Bankruptcy Court for the Southern District of New York, who it is repeated does "NOT" have "territorial jurisdiction" over the Oakland County, Michigan, Delphi Corporation, and "...reached the attrition agreement with GM and Delphi on March 22..." is the "BIGGEST" bankruptcy and bank frauds in the history of the world! These clear evidenced offenses against the applicable and asserted "26" Title 18 criminal statutes, including 42 USC § 1983 etc., civil United States laws and required to be prosecutable, warrants sentences and fines according to the just enforcement of these laws!

V.

Enclosed are "2" separate letters from the U.S. Department of Justice, U.S. Attorney Southern District of New York office via David S. Jones an Assistant U.S. Attorney dated December 15, 2005, and April 11, 2006, both discussing the possibilities of "criminal" complaints and information-that are clearly evidenced-being filed against certain named bankruptcy frauders etc., before the Solidarity Magazine was issued to myself and the public. It is indisputable that the discriminations and false representations of Solidarty's story on page 5 (a copy is enclosed), reveals the "GUILTY" admissions of many more violators that justice requires to be prosecuted, sentenced and fined, severally and separately. There is no alternative but to file these "CRIMINAL" information Complaints within "48" hours after the Certified mailing Return Receipt has been confirmed being delivered to Diana D. Tremblay, GM Vice President of Labor Relations, Richard Shoemaker, Vice President and Director of the GM Department, Kathleen Farrell-Willoughby the Clerk of the U.S. Bankruptcy Court for the Southern District of New York, Delphi's "ADMINISTRATIVE AGENT" per the enclosed 'Delphi Automotive Systems (Holdings), Inc. Unanimous Written Consent Of The Board Of Directors dated October 6, 2005' JPMorgan Chase Bank, N.A., in care of James Dimon, President JPMorgan Chase & Co. (Holdings), 270 Park Avenue, New York, New York, 10017-2014.

VI.

My sincere desire and OFFER is to obtain Peace, Justice, Release, and Relief for myself (who hired into GM-Buick Division on June 13, 1973, thirty-three years ago at the age of 18), and my family who's 'HUMAN RIGHTS' etc., have been repeatedly and continuously violated for "7" years by having 100% of the accrued and legally owed employee related entitlements deprived and denied for "7" years etc., without just cause, due process, any court's Order etc.!

1. My "STATUTORY", retirement, plant closing distribution due to the July 2, 1999, Buick City permanent plant closing, Amendment 14, Section 4 pension entitlement's, as well as Title 29 U.S.C. §§ 1001 et seq., 1053 et seq., ERISA protected non-forfeitable pension compensations, statutorily provided Redemption Agreement payments etc., were "ALL" 100% illegally deprived since the plant closing and is continuing to be illegally deprived, denied, frauded etc., without being paid "ONE" dime to provide for myself and my family for "7" years and continuing.

2. I was forced to go on sickness and accident (S&A) to protect my seniority and employment status while "NOT" receiving any payments nor insurance coverages for the accumulations of common auto industry related personal injuries suffered while contributing to the production of "3,000,000" plus top quality products for the corporation to increase its wealth by; yet, "NOT" one (1) time was I ever "FINANCED" a motor vehicle in Lafonza Earl Washington's "own" name which self-evidences the high degree of slave-like conditions, deliberate "ZERO" percent

property ownership caused by direct monopoly and combination of monopoly activities being subjected to by individuals abusing the GM, Delphi and UAW Corporate powers in setting up Delphi and the "SAP" program's illegal administration.

3. Without having made any Application to be transferred to the Delphi Corporation "after" the Buick City plant closed on July 2, 1999, individuals violating the GM name violated this employee to force the transfer by seizing the "STATUTORY" non-collective bargain provided S&A payments that were last paid in August of 2000, "SIX" years ago!

4. The sum certain of the enclosed claims demanded to be paid from "HUMAN CAPITAL OBLIGATIONS" and "CASH MANAGEMENT" Orders entered by the U.S. Bankruptcy Court for the Southern District of New York on October 8, 2005, more than "8" months ago is \$120,000,000.00 at 15% APR, a total of \$235,714,285.72 computed thru May 4, 2006.

VII.

RELEASE AGREEMENT

In consideration for being immediately paid a total of \$235,714,285.72 for the payment, liabilities, legal obligations, and "ALL" other claims made and entitled to, by law, in the Delphi Bankruptcy Case together with the payment, liabilities, legal obligations, and "ALL" other claims made and entitled to, by law, in the General Motors Corporation Redemption Agreement Case filed in the State of Michigan Worker's Disability Compensation Bureau etc., including the state and federal courts that were fraudulently dismissed without being "HEARD" according to law; "SIMULTANEOUSLY" with the Special Attrition Plan program and releases, I, Lafonza Earl Washington, hereby "RELEASE" and forever discharge GM, Delphi the UAW and their officers, directors, agents, employees, stockholders and employee benefit plans from all claims, demands and causes of action, (claims) known or unknown which I may have related to my employment or the cessation of my employment or denial of any employee benefit. This "RELEASE" specifically includes, without limitation, a "RELEASE" of any "future" claims I may have under the Employment Retirement Income Security Act of 1974 (ERISA); the Age Discrimination in Employment Act (ADEA), which prohibits discrimination based on age; Title VII of the Civil Rights Act of 1964 which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Equal Pay Act; state fair employment practices or civil rights laws; and any other federal, state, or local laws or regulations, or any common law actions relating to employment discriminations. This includes without limitation any claims for breach of employment contract, either express or implied, and wrongful discharge. This "RELEASE" does not waive claims that arise only after the execution of this "RELEASE".

1. Based on the emergency nature of providing financial and economic hardship relief that the immediate payment of these monies will provide after "7" years of "ZERO" income to live on a period of "48" hours must be demanded on Diana D. Tremblay and Richard Shoemaker, personally, to be "INDIVIDUALLY" responsible for making a direct deposit into the Flint-Chase Bank "without delay". The account number will be provided upon a telephone call from either officer to Lafonza Earl Washington who will be available "24" hours on his home telephone number at 810.787.3150 or on his cell phone number at 810.922.0308 after the United States Postal Service has confirmed the deliveries.

2. I understand that my acceptance is "IRREVOCABLE".

3. I have carefully read this agreement and understand it.

4. This instrument as well as the "UNSIGNED" 'Special Attrition Plan GM-UAW Plants Information Package' containing FORM A, FORM B, FORM C, and FORM D, is being filed with the United States Bankruptcy Court/Southern District of New York Clerk's office as a "FINAL DEMAND FOR ALLOWABLE AND VALID PAYMENT AND RELEASE" pursuant to Title 11 U.S.C. § 502 (a) etc., Federal Rules of Bankruptcy Procedure, Rules 3001 (a) and (f), 3003 (c) (4) etc., with PROOF OF SERVICE enclosed.

Signed: Lafonza Earl Washington Dated: May 8, 2006

Witness/Notary Public: Subscribed and sworn to before me this
9th day of May, A.D. 2006

MARY E. TAYLOR-MCGHEE
Notary Public, State of Michigan
County of Genesee
My Commission Expires Feb. 5, 2013
Acting in the County of Genesee

Mary E. Taylor-McGhee
Notary Public, Genesee County, Michigan
My Commission expires: _____

For: General Motors Corporation: _____

For: Delphi Corporation: _____

For: International Union, UAW: _____

PROOF OF SERVICE

STATE OF MICHIGAN)
)
COUNTY OF GENESEE)

I, Lafonza Earl Washington deposes and states:

That on May 8, 2006, he did serve by United States Postal Service, postage prepaid, the below-identified documents upon the below-named parties:

1. Final Demand For Allowable and Valid Payment and Release by Creditor/Employee Lafonza Earl Washington and Exhibits.
2. In Re Lafonza Earl Washington Title 29 U.S.C. § 157 Section 7 Exercising of Lawfully Vested Authorized "ASSISTANCE" To Finalize This Employee's Special Attrition Plan Funds and Release Of GM and Delphi Corporations et al, and "PROPOSALS".

Please file according to Fed.R. of Bankruptcy P., Rule Rule 5005 (a). Thank you.


By: Lafonza Earl Washington
Creditor/Employee

Mailed to:

(1st Class Mail) United States Bankruptcy Court
 Southern District of New York
 Clerk of the Court
 One Bowling Green
 New York, N.Y. 10004

Certified Mail General Motors Corporation
Return Receipt Diana D. Tremblay
 Vice President/Labor Relations
 300 Renaissance Center
 P.O. Box 300
 Detroit, MI 48625-3000

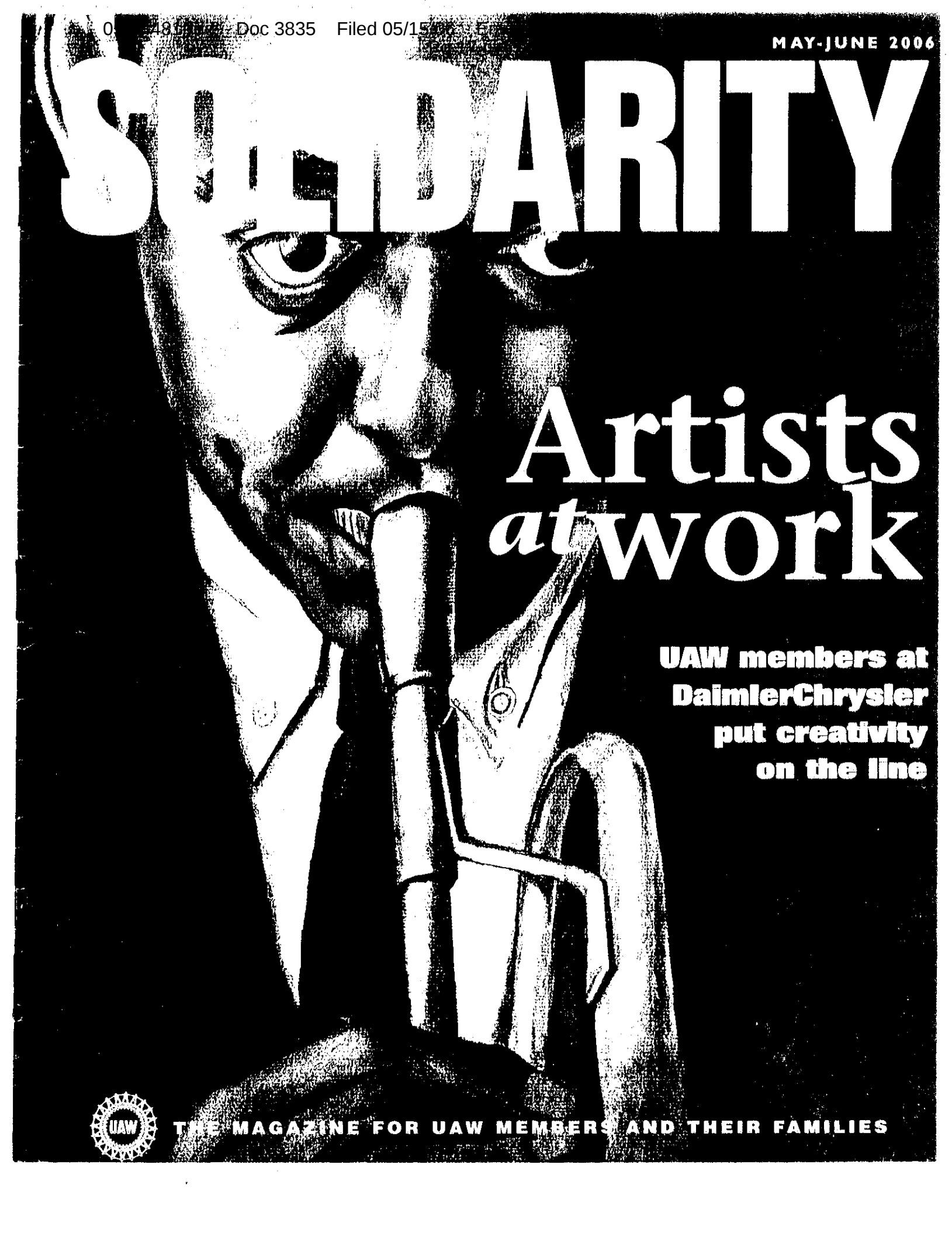
Certified Mail
Return Receipt

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
Richard Shoemaker
Vice President and Director
General Motors Department
8000 East Jefferson Avenue
Detroit, MI 48214

1st Class Mail

JPMorgan Chase & Co. (Holdings)
James Dimon, President
270 Park Avenue
New York, N.Y. 10017-2014

SOLIDARITY



Artists *at work*

**UAW members at
DaimlerChrysler
put creativity
on the line**



THE MAGAZINE FOR UAW MEMBERS AND THEIR FAMILIES

union front

What's in the SAP?

Court OKs attrition plan for UAW GM Delphi workers

By the time this Solidarity hits homes, workers on virtually every shift at a UAW-represented General Motors or Delphi facility will know details of an attrition plan offering early retirement to Delphi's 24,000 UAW workers.

The Special Attrition Plan (SAP) would give qualifying workers a \$35,000 early retirement package.

"I was planning on retiring next year, but this (program) gave me a reason to go now," said Doretha



Doretha Phillips

Phillips, a UAW Local 659 member at GM's Flint (Mich.) Service and Parts Operation who recently reached her 30-year seniority mark.

At an April 7 hearing in New

York's Southern District bankruptcy court, Judge Robert Drain approved Delphi's participation in the SAP. He also overruled objections of the seven-member committee of Delphi's largest creditors.

Because of Delphi's bankruptcy filing last October, the agreement was subject to court approval. Delphi is now authorized to carry out its commitments in the agreement.

"The motion filed with the court was Delphi's motion — not the UAW's — and like many of the motions that Delphi has filed with the court, it contains a number of contentions, conclusions and representations with which we strongly disagree," said UAW President Ron Gettelfinger and UAW Vice President Richard Shoemaker in a joint statement. "We will file a



BRYAN BOURIFF / UAW LOCAL 292

UAW Local 292 members and supporters at a Kokomo (Ind.) rally last year.

Key points of the plan

Eligible employees may take only one of the following options (in all cases, the language of the actual agreement will apply):

- The Special Attrition Program at GM and Delphi offers \$35,000 for normal or early voluntary retirements retroactive to Oct. 1, 2005.
- Mutually Satisfactory Retirement for GM and Delphi employees who are at least 50 years of age with 10 years or more of credited service.
- A new special voluntary pre-

retirement option for GM and Delphi employees with at least 27 years but less than 30 years of credited service, provides \$2,800 to \$2,900 gross monthly wages, until 30 years of credited service is attained. Upon attaining 30 years of credited service the employee must retire. To be eligible, employees must have at least 27 years of credited service no later than July 1, 2006.

For more details, visit www.uaw.org.

statement with the court making clear our position on these important matters, while at the same time emphasizing our support for court approval of this Special Attrition Program."

UAW leaders reached the attrition agreement with GM and Delphi on March 22.

Meanwhile, on March 31 Delphi filed Section 1113-1114 motions seeking court approval to reject collective bargaining agreements and

modify retiree benefits.

Section 1113-1114 hearings are scheduled to begin May 9.

The UAW is Delphi's largest union, representing 24,000 hourly workers.

Led by the UAW, Delphi's six unions last November formed a coalition — Mobilizing@Delphi — representing more than 33,000 active Delphi workers.

Jennifer John

* TAKE NOTICE

United States Attorney
Southern District of New York

86 Chambers Street, 3rd Floor
New York, New York 10007

April 11, 2006

Mr. Lafonza Earl Washington
7010 Cranwood Drive
Flint, MI 48505

Re: Delphi Corp., et al.,
No. 05-44481 (RDD) (Ch. 11)

Dear Mr. Washington:

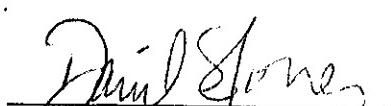
I write to follow up on our telephone call of today and your fax of April 6, a copy of which I enclose. Based on my review of the materials and our discussion, I understand that you are seeking payment from the United States in connection with your interest in the above-referenced bankruptcy. This Office represents the United States, and is not the appropriate place to request such a payment, nor would we agree that any payment is due to you from the Government.

Our telephone call was cut off just as we were discussing a possible criminal complaint to be lodged by you. As I stated, if you request, I will forward whatever you would like to the Criminal Division attorneys responsible for investigating instances of bankruptcy fraud, so that they could assess your complaint. If you would like me to do so, please send me whatever you would like transmitted to our Criminal Division, and I will forward it to them. I know that you also have reached out to the Office of the United States Trustee, which also has a role in investigating bankruptcy fraud.

Finally, as I stated but wish to emphasize, my responsibility is to represent the United States in bankruptcy cases in the Southern District of New York, generally as a creditor. I do not represent you and am not authorized to give you legal advice. I urge you to consult an attorney for legal advice concerning any rights you may have as against Delphi, or any other party.

Sincerely,

MICHAEL J. GARCIA
United States Attorney

By: 
DAVID S. JONES
Assistant United States Attorney
Tel.: (212) 637-2800

United States Attorney
Southern District of New York

86 Chambers Street, 3rd Floor
New York, New York 10007

December 15, 2005

Mr. Lafonza Earl Washington
7010 Cranwood Drive
Flint, MI 48505

Re: Delphi Corp., et al.,
No. 05-44481 (RDD) (Ch. 11)

Dear Mr. Washington:

I write to follow up on our telephone call earlier this week, on our prior conversations, and on your correspondence including transmittals dated December 5 and November 28, 2005, concerning the Delphi Corp. bankruptcy.

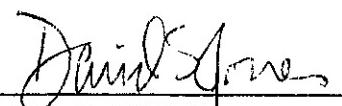
As I explained, this Office represents the interests of United States agencies in bankruptcy proceedings in the Southern District of New York. I see no basis for me or the Civil Division of this Office to take action on your behalf. While I did offer to relay any allegation of criminal conduct to the attorneys responsible for investigating alleged instances of bankruptcy fraud or similar crimes, I have not done so because you stated that you did not want to refer this as a criminal matter.

As I also explained, I am not permitted to give you legal advice, and I encourage you to consult an attorney if you wish to further assess your rights or pursue any action against Delphi.

Sincerely,

MICHAEL J. GARCIA
United States Attorney

By:


DAVID S. JONES
Assistant United States Attorney
Tel.: (212) 637-2800

FORM B1		United States Bankruptcy Court	Voluntary Petition						
Southern District of New York									
Name of Debtor (if individual, enter Last, First, Middle): Delphi Automotive Systems (Holding), Inc.		Name of Joint Debtor (Spouse) (Last, First, Middle):							
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names): N/A		All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):							
Last four digits of Soc. Sec. No./Complete EIN or other Tax I.D. No. (if more than one, state all): 38-3422378		Last four digits of Soc. Sec. No./Complete EIN or other Tax I.D. No. (if more than one, state all):							
Street Address of Debtor (No. & Street, City, State & Zip Code): Delphi Automotive Systems (Holding), Inc. 5785 Delphi Drive Troy, Michigan 48098-2815		Street Address of Joint Debtor (No. & Street, City, State & Zip Code):							
County of Residence or of the Principal Place of Business: Oakland County, Michigan		County of Residence or of the Principal Place of Business:							
Mailing Address of Debtor (if different from street address): Same as Street Address		Mailing Address of Joint Debtor (if different from street address):							
Location of Principal Assets of Business Debtor (if different from street address above): Same as Street Address									
Information Regarding the Debtor (Check the Applicable Boxes)									
Venue (Check any applicable box)									
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.									
Type of Debtor (Check all boxes that apply)	Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)								
<input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____	<input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank	<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding	<input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13						
Nature of Debts (Check one box)		Filing Fee (Check one box)							
<input type="checkbox"/> Consumer/Non-Business <input checked="" type="checkbox"/> Business		<input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.							
Chapter 11 Small Business (Check all boxes that apply)									
<input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)									
Statistical/Administrative Information (Estimates only)									
<input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.									
THIS SPACE IS FOR COURT USE ONLY									
Estimated Number of Creditors		1-15	16-49	50-99	100-199	200-999	1000-over		
Estimated Assets		\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
Estimated Debts		\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Delphi Automotive Systems (Holding), Inc.	
Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)			
Location Where Filed: <u>NONE</u>	Case Number: <u>N/A</u> Date Filed: <u>N/A</u>		
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: <u>See Schedule I attached</u>	Case Number: <u>Pending</u> Date Filed: <u>Date hereof</u>		
District: <u>Southern District of New York</u>	Relationship: <u>Affiliate</u> Judge:		
SIGNATURES			
<p>Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11 of the United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. I request relief in accordance with the chapter of title 11 of the United States Code, specified in this petition.</p>			
X _____ Signature of Debtor			
X _____ Signature of Joint Debtor			
Telephone Number (if not represented by attorney)			
Date			
Signature of Attorney <u>X /s/ John Wm. Butler, Jr.</u> Signature of Attorney for Debtor(s) <u>John Wm. Butler, Jr.</u> Printed Name of Attorney Debtor(s) <u>Skadden, Arps, Slate, Meagher & Flom LLP</u> Firm Name	Signature of Attorney <u>X /s/ Kayalyn A. Marafioti</u> Signature of Attorney for Debtor(s) <u>Kayalyn A. Marafioti</u> Printed Name of Attorney Debtor(s) <u>Skadden, Arps, Slate, Meagher & Flom LLP</u> Firm Name	<p>Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition</p>	
<p>Exhibit B (To be completed if debtor is an individual whose debts are primary consumer debts)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11 of the United States Code, and have explained the relief available under each such chapter.</p>			
X _____ Signature of Attorney for Debtor(s)			Date
<p>Exhibit C Does the debtor own or have possession of any property that poses a threat of imminent and identifiable harm to public health or safety?</p> <p><input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.</p> <p><input checked="" type="checkbox"/> No.</p>			
<p>Signature of Non-Attorney Petition Preparer I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.</p>			
Printed Name of Bankruptcy Petition Preparer			
Social Security Number (Required by 11 U.S.C. § 110(c).)			
Address			
Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:			
If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.			
<p>X _____ Signature of Bankruptcy Petition Preparer</p>			
Date			
<p>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110; 18 U.S.C. § 156.</p>			
<p>X _____ Signature of Authorized Individual <u>John D. Sheehan</u> Printed Name of Authorized Individual <u>Vice President and Chief Restructuring Officer</u> Title of Authorized Individual <u>October 8, 2005</u> Date</p>			

SCHEDULE I

PENDING BANKRUPTCY CASES OF AFFILIATES

The following affiliates, which include the Debtor, have filed voluntary petitions under chapter 11 with this Court, on the date hereof:

ASEC Manufacturing General Partnership (Delaware)
ASEC Sales General Partnership (Delaware)
Aspire, Inc. (Michigan)
Delco Electronics Overseas Corporation (Delaware)
Delphi Automotive Systems (Holding), Inc. (Delaware)
Delphi Automotive Systems Global (Holding), Inc. (Delaware)
Delphi Automotive Systems Human Resources LLC (Delaware)
Delphi Automotive Systems International, Inc. (Delaware)
Delphi Automotive Systems Korea, Inc. (Delaware)
Delphi Automotive Systems LLC (Delaware)
Delphi Automotive Systems Overseas Corporation (Delaware)
Delphi Automotive Systems Risk Management Corp. (Delaware)
Delphi Automotive Systems Services LLC (Delaware)
Delphi Automotive Systems Tennessee, Inc. (Delaware)
Delphi Automotive Systems Thailand, Inc. (Delaware)
Delphi China LLC (Delaware)
Delphi Connection Systems (California)
Delphi Corporation (Delaware)
Delphi Diesel Systems Corp. (Delaware)
Delphi Electronics (Holding) LLC (Delaware)
Delphi Foreign Sales Corporation (Virgin Islands)
Delphi Integrated Service Solutions, Inc. (Michigan)
Delphi International Holdings Corp. (Delaware)
Delphi International Services, Inc. (Delaware)
Delphi Liquidation Holding Company (Delaware)
Delphi LLC (Delaware)
Delphi Mechatronic Systems, Inc. (Delaware)
Delphi Medical Systems Colorado Corporation (Colorado)
Delphi Medical Systems Corporation (Delaware)
Delphi Medical Systems Texas Corporation (Delaware)
Delphi NY Holding Corporation (New York)
Delphi Services Holding Corporation (Delaware)
Delphi Technologies, Inc. (Delaware)
DREAL, Inc. (Delaware)
Environmental Catalysts, LLC (Delaware)
Exhaust Systems Corporation (Delaware)
Packard Hughes Interconnect Company (Delaware)
Specialty Electronics International Ltd. (Virgin Islands)
Specialty Electronics, Inc. (South Carolina)

**CONSOLIDATED LIST OF CREDITORS HOLDING
THE FIFTY LARGEST UNSECURED CLAIMS**

Following is a list of the Debtors' creditors holding the fifty largest unsecured claims on a consolidated basis with its debtor-affiliates.¹ The list is prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing a chapter 11 case. This list does not include (1) persons who come within the definition of an "insider" set forth in 11 U.S.C. § 101(31), or (2) secured creditors, unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the fifty largest unsecured claims.

	Name, Address, Phone and Fax No. of Creditor	Person(s) Familiar with Debtors' Account	Nature of Claim	Contingent, Unliquidated and/or Disputed	Approximate Amount of Claim
1.	General Motors Corporation 300 Renaissance Center P.O. Box 300 Detroit, MI 48265-3000 Tel: 313-665-4898 (Legal) Tel: 313-556-5000 (Main) Fax: 517-272-3709	John Devine, CFO	Trade, Warranty, and Other	Contingent and Unliquidated	Unknown
2.	International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America 501 3rd Street N.W., 6th Floor Washington, D.C. 20001 Tel: 202-434-1156 Fax: 202-434-1343	James D. Clark, President	Wages and Benefits	Contingent and Unliquidated	Unknown
3.	Pension Benefit Guaranty Corp 1200 K Street, N.W. Washington, D.C. 20005 Tel: 202-326-4020 Fax: 202-326-4112	Jeffrey Cohen, Chief Counsel	Guaranty	Contingent and Unliquidated	Unknown

¹ All claims of affiliates are reported on a consolidated basis.

	Name, Address, Phone and Fax No. of Creditor	Person(s) Familiar with Debtors' Account	Nature of Claim	Contingent, Unliquidated and/or Disputed	Approximate Amount of Claim
4.	United Auto Workers 8000 E. Jefferson Detroit, MI 48214 Tel: 313-926-5000 Fax: 313-823-6016	Richard Shoemaker, Vice President & Director GM Department	Wages and Benefits	Contingent and Unliquidated	Unknown
5.	United Steel Workers 5 Gateway Center Pittsburgh, PA 15222 Tel: 412-562-2400 Fax: 412-562-2484	Leo W. Gerard, President	Wages and Benefits	Contingent and Unliquidated	Unknown
6.	Wilmington Trust Company Corporate Trust Office 1100 North Market Street Rodney Square North, Wilmington, DE 19890 Tel: 302-636-6058 Fax: 302-636-4143	Steven M. Cimalore, Vice President	Notes		\$2,000,000,000
7.	Law Debenture Trust Company of New York Corporate Trust Office 780 Third Ave, 31st Floor New York, NY 10017 Tel: 212-750-6474 Fax: 212-750-1361 and Wilmington Trust Company Corporate Trust Office 1100 North Market Street Rodney Square North, Wilmington, DE 19890 Tel: 302-636-6058 Fax: 302-636-4143	Patrick Healy, Vice President and Steven M. Cimalore, Vice President	Junior Subordinated Notes		\$412,371,975

	Name, Address, Phone and Fax No. of Creditor	Person(s) Familiar with Debtors' Account	Nature of Claim	Contingent, Unliquidated and/or Disputed	Approximate Amount of Claim
8.	Flextronics International Asia Pacific 2 Robbins Road Westford, MA 01886 Tel: 978-392-3015 Fax: 978-392-3011	Joe Minville, Sr. Director, Business Development, Global Automotive Markets	Trade		\$40,781,535
9.	Freescale Semiconductor Inc 6501 William Cannon Drive West Austin, TX 78735-8598 Tel: 512-895-2093 Fax: 512-895-8746	Paul Grimme, Senior Vice President and General Manager, Transportation and Standard Products Group	Trade		\$22,710,027
10.	Robert Bosch Corporation 38000 Hills Tech Drive Farmington Hills, MI 48331-3417 Tel: 248-848-2555 Fax: 248-848-6505	Linda Lynch, Sales Manager, General Motors N.A.	Trade		\$15,069,265
11.	Siemens Automotive Ltd 2400 Executive Hill Blvd. Auburn Hills, MI 48326-2980 Tel: 248-209-5874 Fax: 248-209-7877	Peter H. Huizinga, Sales Manager, North American Sales	Trade		\$13,619,300
12.	PBR Automotive USA Pacific Group Ltd 140 Ellen Drive Orion Township, MI 48359 Tel: 248-340-1290 Fax: 248-377-4939	Gordon Diag, VP	Trade		\$10,542,285
13.	DMC 2 Canada Corporation 2347 Commercial Drive Auburn Hills, MI 48326 Tel: 248-292-2261 Fax: 248-340-2471	Bill Staron, Senior VP	Trade		\$8,976,696

	Name, Address, Phone and Fax No. of Creditor	Person(s) Familiar with Debtors' Account	Nature of Claim	Contingent, Unliquidated and/or Disputed	Approximate Amount of Claim
47.	Futaba Corp Of America 2865 Wall Triana Hwy Huntsville, AL 35824 Tel: 256-461-7348 Fax: 256-461-7741	Joe M. Dorris, President	Trade		\$3,350,622
48.	Victory Packaging 3555 Timmons Lane Suite 1440 Houston, TX 77027 Tel: 713-961-3299 Fax: 713-961-3824	Robert Egan, President	Trade		\$3,327,441
49.	Murata Electronics North 2200 Lake Park Drive Smyrna, GA 30080-7604 Tel: 770-433-7846 Fax: 678-842-6625	David M. McGinnis, Director Automotive Sales	Trade		\$3,234,841
50.	Niles USA Inc 41129 Jo Drive Novi, MI 48375 Tel: 248-427-9700 Fax: 248-427-9701	Michael Rudnicki, Account Manager and Scot McColl, Business Unit Manager	Trade		\$3,171,181

**DECLARATION CONCERNING THE DEBTOR'S LIST OF CREDITORS
HOLDING THE FIFTY LARGEST UNSECURED CLAIMS**

I, John D. Sheehan, am the Vice President and Chief Restructuring Officer of Delphi Corporation and in such capacity am familiar with the financial affairs of the Debtors. I have reviewed the foregoing List of Creditors Holding the Fifty Largest Unsecured Claims, and declare that the information contained therein is true and correct to the best of my knowledge, belief and understanding.

Dated: October 8, 2005

s/ John D. Sheehan

John D. Sheehan
Vice President and Chief
Restructuring Officer

Delphi Corporation

**DELPHI AUTOMOTIVE SYSTEMS (HOLDING), INC.
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS**

Dated as of October 6, 2005

Pursuant to Section 141(f) of Delaware General Corporation Law, the undersigned, being all the members of the Board of Directors (the "Board") of Delphi Automotive Systems (Holding), Inc., a Delaware corporation (the "Corporation"), do hereby adopt, by this written consent, the following resolutions with the same force and effect as if they had been adopted at a duly convened meeting of the Board and direct that this written consent be filed with the minutes of the proceedings of the Board:

WHEREAS, the Board has been presented with a proposed petition to be filed by the Corporation in the United States Bankruptcy Court for the Southern District of New York seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in which the authority to operate as a debtor-in-possession will be sought;

WHEREAS, the Corporation will benefit by the borrowings and use of cash collateral under that certain Revolving Credit, Term Loan and Guaranty Agreement, to be dated the date of the filing of the petition pursuant to Chapter 11 of the Bankruptcy Code (the "Loan Agreement" and together with each other document, instrument or agreement executed by the Corporation or any Guarantor in connection therewith, the "Loan Documents"), among Delphi Corporation (the "Parent") (the ultimate parent of the Corporation), the Corporation, each a debtor and debtor-in-possession in a case to be filed under Chapter 11 of the Bankruptcy Code, and the other subsidiaries of the Parent signatory thereto (each a "Guarantor" and collectively with the Corporation, the "Guarantors"), each of which Guarantors will be a debtor and debtor-in-possession in a case to be filed under Chapter 11 of the Bankruptcy Code (the cases of the Parent and the Guarantors, each a "Case" and collectively, the "Cases"), JPMorgan Chase Bank, N.A. ("JPMCB"), Citigroup USA, Inc. ("CUSA"), each of the other financial institutions from time to time party hereto (together with JPMCB and CUSA, the "Lenders"), JPMCB, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders, and CUSA, as syndication agent (in such capacity, the "Syndication Agent"; together, the Administrative Agent and the Syndication Agent are the "Agents") for the Lenders; which Loan Documents (A) provide the Parent with loan facilities of \$2,000,000,000, comprised of (i) a revolving credit and letter of credit facility in an

aggregate principal amount of \$1,750,000,000 as set forth therein and (ii) a term loan in an aggregate principal amount of \$250,000,000 as set forth therein, (B) require all of the Parent's obligations therein to be guaranteed by the Guarantors, and (C) provide for the proceeds therefrom to be used for working capital and for other general corporate purposes of the Parent and its Subsidiaries, including the making of pension contributions, adequate protection payments to the pre-petition lenders, and the payment of transaction costs, fees and expenses in respect of the contemplated transactions and the Cases and the payment of all Restructuring Costs (as defined in the Loan Agreement);

WHEREAS, the Board has determined that it is in the best interests of this Corporation and its stakeholders that this Corporation file a petition seeking relief under the provisions of chapter 11 of title 11 of the Bankruptcy Code, in which the authority to operate as a debtor-in-possession would be sought.

NOW THEREFORE, BE IT RESOLVED, that this Corporation file a petition seeking relief under the provisions of chapter 11 of title 11 of the Bankruptcy Code, in which the authority to operate as a debtor-in-possession will be sought, and the filing of such petition is authorized hereby; and it is further

RESOLVED, that each of the president, vice president, secretary, treasurer, assistant secretary, assistant treasurer and chief tax officer of the Corporation be appointed by the Board as an authorized signatory (each, individually, an "Authorized Officer," and, collectively, the "Authorized Officers") in connection with the chapter 11 case authorized herein; and it is further

RESOLVED, that the Authorized Officers or any one of them be, and each of them hereby is, authorized, empowered and directed on behalf of this Corporation to execute and verify a petition in the name of the Corporation under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the United States Bankruptcy Court for the Southern District of New York in such form and at such time as the Authorized Officer executing said petition on behalf of this Corporation shall determine; and it is further

RESOLVED, that all acts lawfully done or actions lawfully taken by any Authorized Officers or any other officers of the Corporation to seek relief under chapter 11 of the Bankruptcy Code or in connection with the chapter 11 case, or any matter related thereto, be, and hereby are, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation; and it is further

RESOLVED, that the terms and provisions of the Loan Documents, with such deletions or changes therein or additions thereto (substantial or otherwise) as the Authorized Officer executing the same may approve, are hereby adopted and approved in all respects; and that the Corporation hereby is authorized to enter into the Loan Documents and perform its obligations under the Loan Documents and to execute, authorize, deliver, verify, and/or file, or cause to be executed, authorized, delivered, verified and/or filed all necessary documents required to consummate the transactions contemplated thereby, and the Corporation is hereby authorized to borrow and to request letters of credit under the Loan Documents, and to pledge, mortgage or grant a lien or a security interest in, assets of the Corporation as security for such borrowing; and it is further

RESOLVED, that each and every officer, including the Authorized Officers, of the Corporation be, and each of them, acting alone, is hereby authorized, directed and empowered from time to time in the name and on behalf of the Corporation to take any and all such actions, and to execute and deliver or cause to be executed and delivered under seal of the Corporation or otherwise, any and all such other documents, agreements, certificates, writings and instruments to be delivered in connection with the Loan Documents (including, without limitation, any amendments, supplements or modifications to the Loan Documents and such other documents, agreements, certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Corporation now or hereafter acquired as contemplated by the Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Corporation, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority to so act and of his or her approval thereof; and it is further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered to execute, deliver and perform for and on behalf of the Corporation, as a debtor and debtor-in-possession, such agreements, instruments and any and all other documents and amendments necessary or appropriate to facilitate the transactions contemplated by the foregoing resolutions, containing such provisions, terms, conditions, covenants, warranties and representations as may be deemed necessary or appropriate by the Authorized Officer or Authorized Officers so acting; and it is further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered to authorize the Agent (as

defined in the Loan Agreement) to file any Uniform Commercial Code (the "UCC") financing statement the Agent deems necessary or convenient to perfect any lien or security interest granted under any agreement of the Corporation granting security to the Agent for the benefit of the Lenders, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets", "all property now or hereafter acquired" and other similar descriptions of like import and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Corporation and such other filing in respect of intellectual and other property of the Corporation, in each case as the Agent may reasonably request to perfect the security interests of the Agent and the Lenders under the Loan Documents; and it is further

RESOLVED, that the Corporation as an indirect wholly-owned subsidiary of Parent, hereby is authorized and empowered to take or cause to be taken any and all such further action and to execute and deliver or cause to be executed or delivered all such further agreements, consents, resolutions, documents, certificates and undertakings, and to incur all such fees and expenses as in its judgment shall be necessary, appropriate or advisable to cause and authorize the Corporation to guaranty, including, without limitation, any guaranty required by the Agent as a condition of the Lenders entry into the Loan Documents, the borrowing by the Parent of funds from a Lender or Lenders as any Authorized Officer of the Corporation or Parent deems appropriate, and obtain the use of cash collateral in such amounts, from such lender or lenders and on such terms as may be approved by any one or more of the Authorized Officers as reasonably necessary for the continuing conduct of the affairs of the Corporation and Parent and the Corporation may grant security interests in and liens upon all or any portion of its assets as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings or the use of such cash collateral, including, without limitation, any grant of security, liens or mortgages required by the Agent as a condition of the Lenders entry into the Loan Documents; and it is further

RESOLVED, that Rothschild, Inc. be, and hereby are, employed as financial advisors and investment bankers for the Corporation in the chapter 11 case; and it is further

RESOLVED, that the law firm of Skadden, Arps, Slate, Meagher & Flom LLP and its affiliates be, and hereby are, employed under general retainer as attorneys for the Corporation in the chapter 11 case; and it is further

RESOLVED, that the law firm of Shearman & Sterling LLP be, and hereby are, employed as special counsel for the Corporation in the chapter 11 case; and it is further

RESOLVED, that FTI Consulting, Inc. be, and hereby are, employed as restructuring advisor for the Corporation in the chapter 11 case; and it is further

RESOLVED, that the Authorized Officers of the Corporation be, and each of them, with full authority to act without the others, hereby is, authorized, in the name and on behalf of the Corporation, to take or cause to be taken any and all such further action and to execute and deliver or cause to be executed or delivered all such further agreements, documents, certificates and undertakings, and to incur and pay or cause to be paid all such fees and expenses as in their judgment shall be necessary, appropriate or advisable to effectuate the purpose and intent of any and all of the foregoing resolutions; and it is further

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers of the Corporation, each of the Authorized Officers of the Corporation be, and they hereby are, authorized and directed to take or perform or cause to be taken or performed all such further actions, to execute and deliver or cause to be executed and delivered all such further certificates, agreements, instruments and documents in the name and on behalf of the Corporation, to incur and pay or cause to be paid all such fees and expenses as in their judgment shall be necessary or advisable in order to carry out fully the intent and purposes of the foregoing resolutions; and it is further

RESOLVED, that all actions heretofore taken consistent with the purpose and intent of the foregoing resolutions are hereby ratified, confirmed and approved in all respects as the acts and deeds of the Corporation; and it is further

RESOLVED, that this consent may be signed in any number of counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument and that once signed, this consent shall be filed with the corporate records of the Corporation; and it is further

RESOLVED, that the foregoing resolutions shall be effective upon, and only in the event that, the Parent resolves to file a petition seeking relief under the provisions of chapter 11 of title 11 of the Bankruptcy Code.

When signed by all members of the Corporation's Board of Directors, this unanimous written consent shall be effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

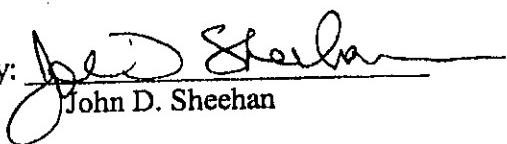
IN WITNESS WHEREOF, the undersigned have executed
this unanimous written consent of the Board of Directors as of the date
first written above.

By: 
Mark C. Lorenz

By: _____
John D. Sheehan

IN WITNESS WHEREOF, the undersigned have executed
this unanimous written consent of the Board of Directors as of the date
first written above.

By: _____
Mark C. Lorenz

By: 
John D. Sheehan

2

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

NOTICE OF HEARING ON FIRST DAY MOTIONS

PLEASE TAKE NOTICE THAT on October 8, 2005 (the "Petition Date"), Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed voluntary petitions for reorganization relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 - 1330, as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that on October 8, 2005, the Bankruptcy Court entered the following orders (copies of which may be obtained at www.delphidocket.com):

1. **"Joint Administration"** - Order Authorizing Joint Administration (Agenda Item No. 1; Docket No. 28);
2. Order Authorizing Admission Pro Hac Vice Of John Wm. Butler, Jr., John K. Lyons And Ron E. Meisler (Agenda Item No. 2; Docket No. 33);
3. Order Authorizing Admission Pro Hac Vice Of Charles E. Brown And Joseph E. Papelian (Agenda Item No. 3; Docket No. 34);
4. **"Human Capital Obligations"** - Bridge Order Under 11 U.S.C. §§ 105(a), 363, 507, 1107, And 1108 (I) Authorizing Debtors To Pay Prepetition Wages And Salaries To Employees And Independent Contractors, (II) Authorizing Debtors To Pay Prepetition Benefits And Continue Maintenance Of Human Capital Benefit Programs In Ordinary Course, And (III) Directing Banks To Honor Prepetition Checks For Payment Of Prepetition Human Capital Obligations (Agenda Item No. 10; Docket No. 31);
5. **"Essential Suppliers"** - Bridge Order Under 11 U.S.C. §§ 105(a), 363, 364, 1107, And 1108 And Fed. R. Bankr. P. 6004 And 9019 Authorizing Continuation Of Vendor Rescue Program And Payment Of Prepetition Claims Of Financially-Distressed Sole Source Suppliers And Vendors Without Contracts (Agenda Item No. 15; Docket No. 30);
6. **"Foreign Creditors"** - Bridge Order Under 11 U.S.C. §§ 105(a) And 363(b) Authorizing (I) Payment Of Prepetition Obligations To Foreign Creditors And (II) Financial Institutions To Honor And Process Related Checks And Transfers (Agenda Item No. 16; Docket No. 32);

7. "**Administrative Expense**" - Bridge Order Under 11 U.S.C. § 503(b) Confirming Grant Of Administrative Expense Status To Obligations Arising From Postpetition Delivery Of Goods And Authorizing Debtors To Pay Such Obligations In Ordinary Course Of Business (Agenda Item No. 18; Docket No. 35);
8. "**Shipping And Customs**" - Bridge Order Under 11 U.S.C. §§ 105 And 363(b), 1107, And 1108 Authorizing Payment Of Certain Prepetition (I) Shipping And Delivery Charges For Goods In Transit And (II) Customs Duties (Agenda Item No. 20; Docket No. 40);
9. "**Cash Management**" - Bridge Order Under 11 U.S.C. §§ 363 And 553 Authorizing (I) Continued Maintenance Of Existing Bank Accounts, (II) Continued Use Of Existing Cash Management System, (III) Continued Use Of Existing Business Forms, (IV) Preservation And Exercise Of Intercompany Setoff Rights, And (V) Grant Of Administrative Priority Status For Postpetition Intercompany Transactions (Agenda Item No. 22; Docket No. 36);
10. "**Investment Guidelines**" - Bridge Order Under 11 U.S.C. § 345 Authorizing Continued Use Of Existing Investment Guidelines (Agenda Item No. 23; Docket No. 38);
11. "**Customer Programs**" - Bridge Order Under 11 U.S.C. §§ 105(a), 363, 1107, And 1108 Authorizing The Debtors To Honor Prepetition Obligations To Customers And To Otherwise Continue Customer Programs In Ordinary Course Of Business (Agenda Item No. 24; Docket No. 39);
12. "**Cash Collateral**" - Bridge Order Under 11 U.S.C. §§ 361, 362, And 363 Authorizing Use Of Cash Collateral And Adequate Protection To Prepetition Secured Parties (Agenda Item No. 28; Docket No. 46); and
13. "**Derivative Contracts**" - Bridge Order Under 11 U.S.C. §§ 105, 363, 1107, And 1108 And Fed. R. Bankr. P. 4001 Authorizing Debtors To Enter Into, Continue Performance Under, And Provide Credit Support Under Derivative Contracts (Agenda Item No. 30; Docket No. 45).

PLEASE TAKE FURTHER NOTICE THAT a hearing will be held on October 11, 2005 at 4:00 p.m. (Eastern Time), or as soon thereafter as counsel can be heard, before the Honorable Judge Robert D. Drain, United States Bankruptcy Judge for the Southern District of New York, Room 601, 6th Floor, One Bowling Green, New York, New York 10004, to consider the following motions filed by the Debtors on the Petition Date:

1. "**Consolidated Lists**" - Motion For Order Under 11 U.S.C. § 521 And Fed. R. Bankr. P. 1007(a) Authorizing Debtors To (I) Prepare Consolidated List Of

PLEASE TAKE FURTHER NOTICE THAT copies of the first-day hearing notice and the first-day motions are posted on www.delphidocket.com. Parties may participate or attend this hearing in person or by telephone. Telephonic participation and attendance is available by calling Court Conference at (866) 582-6878. Parties wishing to appear through Court Conference should contact Court Conference as early today as possible to register. Under no circumstances may any participant or attendee record or broadcast the proceedings conducted by the Bankruptcy Court.

Dated: New York, New York
October 11, 2005

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: s/ John Wm. Butler, Jr.

John Wm. Butler, Jr.

John K. Lyons

Ron E. Meisler

333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: s/ Kayalyn A. Marafioti

Kayalyn A. Marafioti (KM 9632)

Thomas J. Matz (TM 5986)

Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

W W W . N Y S D
. COURT
. 60V

AS

UNITED STATES BANKRUPTCY COURT

*SOUTHERN DISTRICT OF NEW YORK
ONE BOWLING GREEN
NEW YORK, NY 10004-1408*

KATHLEEN FARRELL-WILLOUGHBY
CLERK OF COURT
TELEPHONE: (212) 668-2870

December 13, 2005

Mr. LaFonza Earl Washington
7010 Cranwood Drive
Flint, MI 48505

Re: Delphi Corporation - 05-44481(RDD)

Dear Mr. Washington:

We are in receipt of four claims each in the amount of \$30,000,000 and filed in the above-referenced bankruptcy matter. Each claim is recorded separately in the consolidated case and noted on the claims register as follows:

Claim No. 257 filed on October 31, 2005 in Delphi Corporation
Claim No. 264 filed on November 1, 2005 in Delphi Corporation
Claim No. 288 filed on November 2, 2005 in Delphi Automotive Systems (Holding), Inc.
Claim No. 297 filed on November 3, 2005 in Delphi Automotive Systems (Holding), Inc.

As I explained to you telephonically today, I cannot issue an order to pay any of these claims. The decision whether to enter any orders in this case can be made only by the Bankruptcy Judge assigned to the case or the particular proceeding. If you would like to present a motion to the Judge to request relief, you must, pursuant to Local Rule of Bankruptcy Procedure 5070-1:

"Unless the Court orders otherwise, prior to serving a motion, cross-motion, or application, the moving party or applicant shall obtain a return date from the assigned Judge's chambers."

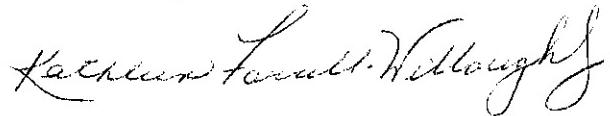
Local Rule of Bankruptcy Procedure 9004-2(b) states:

"The return date obtained under this rule shall be included in the upper right-hand corner of the caption of the motion or application."

I have included a copy of this Court's Local Rule of Bankruptcy Procedure 9013-1 which addresses the requirements for filing a motion. Also enclosed is a copy of Local Bankruptcy Rule 9078-1, which addresses the need for a Certificate of Service. The motion or application must be served on all parties affected by the motion or application requesting relief.

This letter and enclosures in no way constitutes all of the information needed to seek relief from the court. If you require additional assistance, you may want to seek the advice of counsel. The Clerk's Office is prohibited from providing legal advice.

Sincerely,



Kathleen Farrell-Willoughby
Clerk of Court



DELPHI

- [NOTICE LISTS](#)
- [COURT DOCUMENTS](#)
- [VOLUNTARY PETITIONS](#)
- [PRESS RELEASES](#)
- [FIRST DAY MOTIONS](#)
- [FIRST DAY ORDERS](#)
- [CASE MANAGEMENT ORDER](#)
- [SCHEDULES/ STATEMENTS](#)
- [OMNIBUS HEARING DATES](#)
- [ADDITIONAL OMNIBUS HEARING DATES](#)
- [CREDITORS' COMMITTEE](#)
- [341 MEETING PRESENTATION](#)
- [FIRST DAY PRESENTATION](#)
- [ORGANIZATIONAL MEETING PRESENTATION](#)
- [FIRST OMNIBUS ENTERED ORDERS 10/27/05](#)
- [HEARING FOR ADJOURNED MATTERS ORDERS 11/4/05](#)
- [SECOND OMNIBUS ENTERED ORDERS 11/29/05](#)
- [THIRD OMNIBUS ENTERED ORDERS 1/5/06](#)
- [FOURTH OMNIBUS ENTERED ORDERS 2/9/06](#)
- [FIFTH OMNIBUS ENTERED ORDERS 3/9/06](#)

Delphi Corporation Search Results Creditor Name: Contains "lafonza earl washington"									
Date Claim Filed	Claim No.	Schedule	Nature	Name	Amount	C	U	D	Debtor
12/27/2005	1334		General Unsecured	Lafonza Earl Washington	\$30,000,000.00				Delphi Corporation
12/27/2005	1271		General Unsecured	Lafonza Earl Washington	\$30,000,000.00				Delphi Corporation
12/27/2005	1272		General Unsecured	Lafonza Earl Washington	\$30,000,000.00				Delphi Corporation

Name of Debtor
Delphi Corporation

Pg 49 of 61

Case Number
05-44481

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Lafonza E Washington Sr

Name and address where notices should be sent:

Lafonza E Washington Sr
7010 Cranwood Dr
Flint MI 48505

Telephone number:

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Please note that the court has received your proof of claim #257 filed on 10/31/2005. If your prior proof of claim accurately reflected your asserted claims against the debtor, you do not need to file an additional proof of claim form for those same claims.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here replaces
if this claim amends a previously filed claim, dated: _____

1. Basis for Claim

- Goods Sold / Services Performed
 Customer Claim
 Taxes
 Money Loaned
 Personal Injury
 Other _____

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Wages, salaries, and compensation (fill out below)
 Last four digits of SS #: _____
 Unpaid compensation for services performed
 from _____ to _____
 (date) (date)

2. Date debt was incurred:**3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed: \$ _____**

(unsecured) (secured) (priority) (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

- Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

- Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate Motor Vehicle
 Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Nonpriority Claim \$ _____

- Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.

- Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____
Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
 Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
 Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____.)

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**10. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date _____

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Pg 50 of 67

Case Number
05-44481Name of Debtor
Delphi Corporation

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Lafonza E Washington Sr

Name and address where notices should be sent:

Lafonza E Washington Sr
7010 Cranwood Dr
Flint MI 48505

Telephone number:

Account or other number by which creditor identifies debtor:

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Please note that the court has received your proof of claim #264 filed on 11/01/2005. If your prior proof of claim accurately reflected your asserted claims against the debtor, you do not need to file an additional proof of claim form for those same claims.

THIS SPACE IS FOR COURT USE ONLY

1. Basis for Claim

- Goods Sold / Services Performed
- Customer Claim
- Taxes
- Money Loaned
- Personal Injury
- Other _____

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (fill out below)
Last four digits of SS #: _____
Unpaid compensation for services performed
from _____ to _____
(date) (date)

2. Date debt was incurred:**3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed: \$ _____**

(unsecured)

(secured)

(priority)

(Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

- Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

- Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate
- Motor Vehicle
- Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____**6. Unsecured Nonpriority Claim \$ _____**

- Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.**9. Supporting Documents:** *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**10. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
------	--

7. Unsecured Priority Claim.

- Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____
Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units-11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.

THIS SPACE IS FOR COURT USE ONLY

Name of Debtor

Delphi Automotive Systems (Holding), Inc.

Case Number

Pg 51 of 67 05-44596

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Lafonza E Washington Sr

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Name and address where notices should be sent:

Lafonza E Washington Sr
7010 Cranwood Dr
Flint MI 48505

Telephone number:

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here replaces
 if this claim amends a previously filed claim, dated: _____

1. Basis for Claim

- Goods Sold / Services Performed
- Customer Claim
- Taxes
- Money Loaned
- Personal Injury
- Other _____

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (fill out below)
 Last four digits of SS #: _____
 Unpaid compensation for services performed
 from _____ to _____
 (date) (date)

2. Date debt was incurred:**3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed: \$ _____**

(unsecured) (secured) (priority) (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

- Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

- Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate
- Motor Vehicle
- Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____**6. Unsecured Nonpriority Claim \$ _____**

- Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.

- Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____
 Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units-11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**10. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Pg 52 of 67 Case Number

05-44596

Name of Debtor
Delphi Automotive Systems (Holding), Inc.

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Lafonza E Washington Sr

Name and address where notices should be sent:

Lafonza E Washington Sr
7010 Cranwood Dr
Flint MI 48505

Telephone number:

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Please note that the court has received your proof of claim #297 filed on 11/03/2005. If your prior proof of claim accurately reflected your asserted claims against the debtor, you do not need to file an additional proof of claim form for those same claims.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here replaces
if this claim a previously filed claim, dated: _____
 amends

1. Basis for Claim

- Goods Sold / Services Performed
 Customer Claim
 Taxes
 Money Loaned
 Personal Injury
 Other _____

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Wages, salaries, and compensation (fill out below)
Last four digits of SS #: _____
Unpaid compensation for services performed
from _____ to _____
(date) (date)

2. Date debt was incurred:**3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed: \$ _____**

(unsecured)

(secured)

(priority)

(Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

- Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

- Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate Motor Vehicle
 Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Nonpriority Claim \$ _____

- Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.

- Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____
Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
 Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
 Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units-11 U.S.C. § 507(a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____.)

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**10. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date _____

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Name of Debtor
Delphi Corporation

Pg 53 of 67

Case Number
05-44481

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Lafonza Earl Washington

Name and address where notices should be sent:

Lafonza Earl Washington
Lafonza Earl Washington
6602 M L King Jr Ave
Flint MI 48505

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Please note that the court has received your proof of claim #1271 filed on 12/27/2005. If your prior proof of claim accurately reflected your asserted claims against the debtor, you do not need to file an additional proof of claim form for those same claims.

Telephone number:

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here replaces
if this claim a previously filed claim, dated: _____
 amends

1. Basis for Claim

- Goods Sold / Services Performed
- Customer Claim
- Taxes
- Money Loaned
- Personal Injury
- Other _____

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (fill out below)
Last four digits of SS #: _____
Unpaid compensation for services performed
from _____ to _____
(date) (date)

2. Date debt was incurred:**3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed: \$ _____** (unsecured) (secured) (priority) (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate
- Motor Vehicle
- Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

7. Unsecured Priority Claim.

Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____
Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units-11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____.)

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.

6. Unsecured Nonpriority Claim \$ _____

Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**10. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date _____

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Pg 54 of 67 Case Number

05-44481

Name of Debtor

Delphi Corporation

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Lafonza Earl Washington

Name and address where notices should be sent:

Lafonza Earl Washington
Lafonza Earl Washington
6602 M L King Jr Ave
Flint MI 48505

Telephone number:

Account or other number by which creditor identifies debtor:

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Please note that the court has received your proof of claim #1272 filed on 12/27/2005. If your prior proof of claim accurately reflected your asserted claims against the debtor, you do not need to file an additional proof of claim form for those same claims.

THIS SPACE IS FOR COURT USE ONLY

1. Basis for Claim

- Goods Sold / Services Performed
- Customer Claim
- Taxes
- Money Loaned
- Personal Injury
- Other _____

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (fill out below)
Last four digits of SS #: _____
Unpaid compensation for services performed
from _____ to _____
(date) (date)

2. Date debt was incurred:**3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed: \$ _____**

(unsecured) (secured) (priority) (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

- Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

- Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate
- Motor Vehicle
- Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____**6. Unsecured Nonpriority Claim \$ _____**

- Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.**9. Supporting Documents:** *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**10. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date _____

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

THIS SPACE IS FOR COURT USE ONLY

05-44481-rdd Doc 3035 Filed 05/15/06 Entered 05/22/06 09:52:26

Name of Debtor

Case Number

Pg 55 of 67 05-44481

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Lafonza Earl Washington

Name and address where notices should be sent:

Lafonza Earl Washington

Lafonza Earl Washington

6602 M L King Jr Ave

Flint MI 48505

Telephone number:

Account or other number by which creditor identifies debtor:

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if the address differs from the address on the envelope sent to you by the court.

Please note that the court has received your proof of claim #1334 filed on 12/27/2005. If your prior proof of claim accurately reflected your asserted claims against the debtor, you do not need to file an additional proof of claim form for those same claims.

THIS SPACE IS FOR COURT USE ONLY

1. Basis for Claim

- Goods Sold / Services Performed
- Customer Claim
- Taxes
- Money Loaned
- Personal Injury
- Other _____

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (fill out below)
Last four digits of SS #: _____
Unpaid compensation for services performed
from _____ to _____
(date) (date)

2. Date debt was incurred:**3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed: \$ _____**

(unsecured)

(secured)

(priority)

(Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate
- Motor Vehicle
- Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Nonpriority Claim \$ _____

Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.

Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____
Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units-11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date _____	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
------------	--



April 4, 2006

Dear GM-UAW Employee:

As you may know, General Motors (GM) and the International Union, UAW (UAW) have recently negotiated a Special Attrition Plan covering all GM-UAW employees. You are eligible for this Special Attrition Plan (SAP).

Enclosed are two packages. One package is a copy of the presentation slides that were used in the roll-out of the SAP at the plant. The "Information Package" includes the necessary Forms to participate in the SAP.

Please review the presentation slides. If you are interested in applying for one of the Options, please complete Forms A and B and return to your Hourly Employment Office no later than May 18, 2006.

If you have any questions regarding the SAP, please contact your local Union, your Benefit Representative or Hourly Employment Office.

Sincerely,

GENERAL MOTORS CORPORATION

**SPECIAL ATTRITION PLAN
GM-UAW PLANTS
INFORMATION PACKAGE**

FORM A

SPECIAL ATTRITION PLAN

FORM B

**SPECIAL ATTRITION PLAN
CONDITIONS OF PARTICIPATION
RELEASE FORM**

FORM C

MEMORANDUM OF UNDERSTANDING

FORM D

PENSION LETTER

FORM A

SPECIAL ATTRITION PLAN GM-UAW PLANTS

I have evaluated the options currently available under the GM-UAW National Agreement and the Memorandum of Understanding – GM-UAW Plants dated March 22, 2006 governing the attrition of employees from GM. I have marked the option of my preference and understand that I must meet all eligibility conditions of the Option in order to receive it. I understand that I may elect only one Option.

1. Retire effective first of the month following the month my services are no longer required but no later than January 1, 2007 under the Normal or Voluntary provisions of the 2003 GM-UAW Pension Plan. I understand that under this option I will also receive a Thirty-Five Thousand Dollar (\$35,000) cash payment, less applicable taxes.
2. Retire effective the first of the month following the month my services are no longer required but no later than January 1, 2007 under the provisions of the Diana D. Tremblay letter dated March 22, 2006 regarding Mutually Satisfactory Retirements for GM-UAW plants.
3. Accept the Pre-retirement Program effective no later than 7/1/06. While on the Pre-retirement Program, I understand that I will receive gross monthly pay as follows:

<u>Years of Credited Service</u>	<u>Monthly Gross Pay</u>
29	\$2900
28	\$2850
27	\$2800

I further understand that I must retire the first of the month following the month that I attain 30 years of credited service under the 30 and out provisions of the 2003 GM Hourly-Rate Employees Pension Plan without any additional incentive. I understand that wages will be paid weekly on an hourly basis (2,080 hours per year) and will remain at that rate until 30 years of credited service is accrued. I also understand that no additional vacation time will accrue, no holiday pay, COLA, general wage increases, overtime or shift premiums or other similar items will apply. I also understand that my Benefit Class Code will be the code applicable at the time I entered the Pre-retirement Program.

4. Voluntarily Quit GM and receive a lump sum payment (less applicable taxes) as follows:

<u>Years of Service</u>	<u>Lump Sum</u>
10 or more	\$140,000
Less than 10	\$70,000

I understand under this Option I will sever all ties with GM and Delphi except any vested pension benefits. As such I understand that I will not be directly eligible for any health care, life insurance or other benefits (other than vested pension benefits) from GM or Delphi or their benefit plans.

I acknowledge the options available to me are determined solely by the written provisions of the Memorandum of Understanding – GM-UAW Plants, the 2003 GM-UAW National Agreement, the 2003 GM-UAW Pension Plan, and other applicable benefit programs, and the March 22, 2006 letter relating to the Mutually Satisfactory Retirement for UAW-GM Plants. I understand that execution of the Special Attrition Plan Conditions of Participation Release Form is a condition of my participation. I acknowledge no prior representations, promises or agreements relating to my employment, separation from service, or retirement have been made by GM or the UAW which are contrary to this document and the Memorandum of Understanding. I further acknowledge that my selection is irrevocable.

I understand that GM and the UAW may be considering and in the future may agree to amend the 2003 GM-UAW National Agreement, the Memorandum of Understanding, this Special Attrition Plan and GM's benefit plans and make available different redeployment, job security, retirement or separation benefits for which I will not be eligible.

I have carefully read this Agreement and understand it.

Name: _____ Signed: _____
(Please Print)

SS. No: _____ Dated: _____

Witness: _____

FORM B

SPECIAL ATTRITION PLAN CONDITIONS OF PARTICIPATION RELEASE FORM

General Motors Corporation ("GM") has discussed with me the option of separating from employment under the separation options of the Special Attrition Plan for my facility as negotiated by GM and the International Union, UAW ("UAW"). I have evaluated the benefits and options made available to me and have decided to separate from employment under the option that I have checked on the Special Attrition Plan form for my facility. My separation will be effective at the time called for in the option I have selected.

I acknowledge that the benefits provided to me under the option of the Special Attrition Plan for my facility which I have selected are greater than the benefits to which I would otherwise be entitled and that such benefit package is available only under the terms of the Special Attrition Plan for my facility to those employees who meet all eligibility criteria for the option I have selected and who agree to separate on the applicable date.

Further, I acknowledge the benefits to which I am entitled are determined solely by the written provisions of the Special Attrition Plan at my facility, the written provisions of the related GM-UAW Memorandum of Understanding governing the Special Attrition Plan, the written provisions of the GM-UAW Pension Plan and the written provisions of other applicable benefit programs.

I understand that any payments or benefits provided under the Special Attrition Plan will be subject to all applicable taxes.

I am satisfied with the terms of this separation and acknowledge I am voluntarily accepting it. This acceptance is not under duress and I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge that I am not entitled to disability pay or benefits. I acknowledge no prior representations, promises or agreements relating to my employment and separation have been made by GM or the UAW which are contrary to this agreement and the provisions of the Special Attrition Plan, and my acceptance constitutes the entire and only agreement between me and GM. I understand that I shall not be eligible for recall to work or re-employment by GM, Delphi, or any of their subsidiaries or any other entity in which the GM has an ownership interest.

I understand that GM and the UAW may be considering and in the future may agree to amend GM's benefit plans and make available different retirement, placement, or separation benefits for which I may not be eligible. Neither this agreement nor the provisions of the Special Attrition Plan limit or in any way

modify the provisions of any benefit plan (other than The Hourly-Rate Employees Pension Plan).

In consideration for participation in the Special Attrition Plan, I hereby release and forever discharge GM, Delphi the UAW and their officers, directors, agents, employees, stockholders and employee benefit plans from all claims, demands and causes of action, (claims) known or unknown which I may have related to my employment or the cessation of my employment or denial of any employee benefit. This release specifically includes, without limitation, a release of any claims I may now have under The Employee Retirement Income Security Act of 1974 (ERISA); the Age Discrimination in Employment Act (ADEA), which prohibits discrimination based on age; Title VII of the Civil Rights Act of 1964 which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Equal Pay Act; state fair employment practices or civil rights laws; and any other federal state or local laws or regulations, or any common law actions relating to employment discrimination. This includes without limitation any claims for breach of employment contract, either express or implied, and wrongful discharge. This release does not waive claims that arise only after the execution of this release.

I acknowledge I have been given a period of forty-five (45) days to review and consider this agreement before signing it. If I execute this agreement, I shall have a period of seven (7) days to revoke, in writing, my acceptance and this agreement shall not be effective until expiration of this seven (7) day period. I have also been advised to consult with an attorney, but understand whether or not I do so is my own decision. I understand that once the seven (7) day revocation period expires, my acceptance is irrevocable.

I acknowledge I have been informed in writing and in an understandable manner as to any class, unit, or group of individuals covered by the Special Attrition Plan, any eligibility factors and time limits applicable to the Special Attrition Plan, the job titles and ages of all individuals eligible or selected for the Special Attrition Plan, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the Special Attrition Plan.

I have carefully read this agreement and understand it.

Signed: _____ Dated: _____

Witness: _____

General Motors Corporation: _____

FORM C

MEMORANDUM OF UNDERSTANDING SPECIAL ATTRITION PLAN GM-UAW PLANTS

This Memorandum of Understanding governs the Special Attrition Plan for of employees from GM-UAW Plants except Baltimore, Lansing Craft, Linden, Muncie and Oklahoma City.

1. The Corporation and International Union, UAW will jointly develop a communication plan designed to explain to employees of GM-UAW Plants, their options agreed to in this Memorandum. This Special Attrition Plan will be presented to all UAW represented employees of GM-UAW Plants no later than April 19, 2006.

2. Employees at GM-UAW Plants as of the date of this Memorandum will be given the opportunity to designate their choice by 45 days from the date of roll-out from the following options. Eligibility for any option that includes retirement is subject to the eligibility requirements for that retirement. Eligibility for the Pre-retirement Program requires at least 27 years of credited service (26 years for the Oklahoma City, Linden, Muncie, Lansing Craft Centre and Baltimore plants).

- a. Retire effective the first of the month following the month my services are no longer required but no later January 1, 2007 under the Normal or Voluntary provisions of the 2003 GM Hourly-Rate Employees Pension Plan. I understand that under this option I will

also receive a Thirty-Five Thousand Dollar (\$35,000) cash payment, less applicable taxes.

- b. Retire effective the first of the month following the month my services are longer required under the provisions of the Diana D. Tremblay letter dated March 22, 2006 regarding Mutually Satisfactory Retirements for GM-UAW plants.
- c. Accept the Pre-retirement Program effective no later than 7/1/06. While on the Pre-retirement Program, I understand that I will receive gross monthly pay as follows:

<u>Years of Credited Service</u>	<u>Monthly Gross Pay</u>
29	\$2900
28	\$2850
27	\$2800

I further understand that I must retire the first of the month following the month that I attain 30 years of credited service under the 30 and out provisions of the 2003 GM-UAW Pension Plan without any additional incentive. I understand that wages will be paid weekly on an hourly basis (2,080 hours per year) and will remain at that rate until 30 years of credited service is accrued. I also understand that no additional vacation time will accrue, no holiday pay, COLA, general wage increases, overtime or shift premiums or other similar items will apply. I also understand that my Benefit Class Code will be the code applicable at the time I entered the Pre-retirement Program.

- d. Voluntarily Quit GM and receive a lump sum payment (less applicable taxes) as follows:

<u>Years of Seniority</u>	<u>Lump Sum</u>
10 or more	\$140,000
Less than 10	\$70,000

I understand under this Option I will sever all ties with GM and Delphi except any vested pension benefits. As such I understand that I will not be directly eligible for any health care, life insurance or other benefits (other than vested pension benefits) from GM or Delphi or their benefit plans.

3. It is understood that those GM-UAW Plants employees, who have elected to: (i) retire under option (a); (ii) retire as a Mutually Satisfactory Retirement under option (b); (iii) accept the Pre-Retirement Program under option (c); or (iv) voluntarily quit GM under option (d); or elected to not respond or fail to timely

respond will not be eligible to exercise any other rights under this Memorandum or any letter of agreement referred to above.

4. Each employee of GM-UAW Plants will be required to sign the Special Attrition Plan, GM-UAW Plants, Conditions of Participation Release Form and all other applicable forms when making a selection under this Memorandum.
5. Timing of the number of retirements and release dates will be determined by the joint GM-UAW National Parties.

Whereas, the parties hereto have caused their names to be duly subscribed by their duly authorized officers and representatives this 22nd day of March 2006.

INTERNATIONAL UNION, UAW

GENERAL MOTORS CORPORATION

FORM D



General Motors Corporation

March 22, 2006

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Dear Mr. Shoemaker:

During recent negotiations the parties agreed to provide mutually satisfactory retirements, as set forth in detail in the Memorandum of Understanding – GM-UAW Plants dated March 22, 2006.

Eligible employees at work at GM-UAW Plants who have attained age 50 with 10 or more years of credited service as of the day preceding the effective date of their retirement and who select the applicable Option and execute the required release will be offered a Mutually Satisfactory Retirement (MSR) under the GM-UAW Pension Plan.

In that regard, Article II, Section 2(b) of the GM-UAW Pension Plan, and the "Standards" attached to such Plan, shall be deemed to provide eligibility for MSR as early as age 50, solely for the otherwise eligible employees set forth immediately above.

FORM D

-2-

Solely to implement the agreement described above; this letter of agreement constitutes an amendment to the GM-UAW Pension Plan and shall be construed and applied as if it were therein incorporated. All employees retiring pursuant to this letter must sign the applicable Conditions of Participation Release Form.

Very truly yours,

GENERAL MOTORS CORPORATION

Diana D. Tremblay
Vice President

Accepted and Approved:

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW
